

Our ref: **25.1.201/TM/138**

21 May 2008

tie limited
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

**Bilfinger Berger –Siemens
Consortium**

Lochside House
3 Lochside Way
Edinburgh Park
Edinburgh
EH12 9DT
United Kingdom

Phone: +44 [REDACTED]

For the attention of Mr Steven Bell Tram Project Manager

Dear Sirs,

**Edinburgh Tram Network Infraco
Infraco Contract – tie Change Notifications No 1 - 6**

Please find enclosed tie Change Notifications No 1 to 6.

We have taken the liberty of creating a pro-forma for tie Changes which we believe will facilitate the administration of tie Changes from Notification through to tie Change Order for both Parties and trust this meets with your approval.

We also propose to instigate a regular weekly meeting to specifically deal with such matters and facilitate the requirements of Clause 80.9 and will contact you in due course to arrange this.

Yours faithfully,

[REDACTED]
Bilfinger Berger Siemens Consortium

Dennis - I thought
you had
agreed proposal
a pro-forma?
lets agree
contract over
Can we discuss pl

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.001

Date 22 May 2008

- 1 tie Change Notified under Clause 80.1
~~Deemed tie Change under Schedule Part 4 paragraph []~~
Mandatory tie Change under Schedule Part 4 paragraph 3.5
~~Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 (delete as appropriate)~~
- 2 Details of tie Change upon which the Estimate is based (Clause 80.2.1)
Schedule Part 4, Pricing Assumption, paragraph 3.4.4, assumes that the Design Delivery Programme as defined in the SDS Agreement is the same as the Schedule Part 15 Programme. We have entered the Issued for Construction (IFC) dates from the Design Delivery Programme into the Schedule Part 15 Programme and there are differences from the Base Case Assumption resulting in a Notified Departure
- 3 Amount of tie Change (Clause 80.4.10) To be advised - due to the complexity of this Change
- 4 Valued in accordance with :- (delete as appropriate)
~~Clause 80.6.1 Rates and Prices for similar work~~
~~Clause 80.6.2 Deduced Rates and Prices~~
~~Clause 80.6.3 Fair Rates and Prices~~
Clause 80.6.4 Actual Cost
- 5 Programme impact and required extension of time (Clause 80.4.3)
Subject to verification, this has indicated the following deaying effects are likely upon the planned completion dates for:-

Section	Planned Completion	Delayed Completion	Delay Days
A	26 March 2010	1 June 2010	67
B	23 April 2010	16 June 2010	23
C	20 January 2011	26 March 2011	65
D	19 July 2011	22 September 2011	66
- 6 Delay Mitigation Proposal (Clause 80.4.8) Consideration to be given to proceeding at tie's risk without IFC issue drawings
- 7 Referred to DRP on [insert date if applicable] (Clause 80.10)
- 8 Competitive quotes required (Clause 80.2.1) *Barr Ltd* YES/NO (delete as appropriate)
- 9 Payment method for the proposed tie Change if stated (Clause 80.2.3) To be proposed/confirmed
- 10 Changes required to the terms of this Agreement (Clause 80.2.4) Schedule 15 to be changed
- 11 Changes required to the SDS Contract (Clause 80.2.4) Potentially dependent on agreed mitigation measures
- 12 Extended period of time required for return of the Estimate (Clause 80.3) 30 Business Days
- 13 Relief required from compliance with the following Infraco obligations under the Agreement (Clause 80.4.1) Achievement of Planned Sectional Completion Dates in current Schedule 15
- 14 Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network (Clause 80.4.2) Delay and additional cost
- 15 Consents and/or Traffic Regulation Orders or any amendment or revision required to existing (Clause 80.4.4) None identified at this time
- 16 Update Consents Programme (Clause 80.4.4) None - Inform Operator of potential delay in achievement of Commencement of Revenue Service
- 17 New 3rd Party agreements required (Clause 80.4.5) None anticipated
- 18 Amendment required to the Agreement or the Key Subcontracts (Clause 80.4.6) *Barr Ltd Programme and Price will be affected*
- 19 Proposed method of delivery (Clause 80.4.7) As approved Infraco Proposals and Method Statement
- 20 Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 (Clause 80.4.9) To be confirmed
- 21 Any further changes required to the above (Clause 80.4.9) Price and Programme
- 22 Design work required by SDS (Clause 80.11) Programme amendment or acceleration dependant on agreed mitigation measures
- 23 Is a tie Instruction to commence works prior to the agreement of the Estimate required? (Clause 80.13.2) Yes - if proposed mitigation implemented
- 24 Has a tie Change Order or instruction to proceed been received allowing work to proceed? (Clause 80.13.1) No
- 25 Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate (Clause 80.15) No
- 26 Update the Programme in accordance with Clause 60 (Clause 80.17.1) Updated Programme attached
- 27 Update Milestone Schedule Part 5 in accordance with Clause 67.10 (Clause 80.17.2) To be confirmed
- 28 Update any other previously accepted Deliverable e.g. SDS Deliverables (Clause 80.17.5) SDS potentially affected depending on mitigation measures adopted
- 29 Any other amendments required to this Agreement (Clause 80.18) None anticipated
- 30 Attached Documents
Appendix A - Estimate (to follow)
Appendix B - Programme (to follow)

The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1

On behalf of TIEDate.....

On behalf of INRACO.....Date.....

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.002

Date 22 May 2008

1	tie Change Notified under Clause 80.1 Deemed tie Change under Schedule Part 4 paragraph 4.6.1 Mandatory tie Change under Schedule Part 4 paragraph 3-5 Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 <i>(delete as appropriate)</i>
2	Details of tie Change upon which the Estimate is based <i>(Clause 80.2.1)</i> We acknowledge receipt of tie letter PRO.Infraco.2110 dated 9 May 2008 instructing us to proceed with the Hilton Hotel Car Park. This is work in respect of Undefined Provisional Sum Item 1 Accommodation Works, in Schedule Part 4 Appendix B Table 2 and is a deemed tie Change in accordance with paragraph 4.6.1.
3	Amount of tie Change <i>(Clause 80.4.10)</i> To be advised - due to the complexity of this Change
4	Valued in accordance with :- <i>(delete as appropriate)</i> Clause 80.6.1 Rates and Prices for similar work Clause 80.6.2 Deduced Rates and Prices Clause 80.6.3 Fair Rates and Prices Clause 80.6.4 Actual Cost
5	Programme impact and required extension of time <i>(Clause 80.4.3)</i> To be assessed
6	Delay Mitigation Proposal <i>(Clause 80.4.8)</i> Consideration to be given to proceeding at tie's risk without IFC issue drawings
7	Referred to DRP on [insert date if applicable] <i>(Clause 80.10)</i>
8	Competitive quotes required <i>(Clause 80.2.1)</i> <i>Farrans and/or Surfacing etc</i> YES/NO <i>(delete as appropriate)</i>
9	Payment method for the proposed tie Change if stated <i>(Clause 80.2.3)</i> To be proposed/confirmed
10	Changes required to the terms of this Agreement <i>(Clause 80.2.4)</i> Price and Programme
11	Changes required to the SDS Contract <i>(Clause 80.2.4)</i> None subject to verification of SDS Scope
12	Extended period of time required for return of the Estimate <i>(Clause 80.3)</i> 30 Business Days
13	Relief required from compliance with the following Infraco obligations under the Agreement <i>(Clause 80.4.1)</i> None anticipated
14	Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network <i>(Clause 80.4.2)</i> To be assessed
15	Consents and/or Traffic Regulation Orders or any amendment or revision required to existing <i>(Clause 80.4.4)</i> None identified at this time
16	Update Consents Programme <i>(Clause 80.4.4)</i> Hilton Hotel consent to be reviewed
17	New 3rd Party agreements required <i>(Clause 80.4.5)</i> None anticipated
18	Amendment required to the Agreement or the Key Subcontracts <i>(Clause 80.4.6)</i> Farrans Programme and Price will be affected
19	Proposed method of delivery <i>(Clause 80.4.7)</i> As approved Infraco Proposals and Method Statement
20	Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 <i>(Clause 80.4.9)</i> To be confirmed
21	Any further changes required to the above <i>(Clause 80.4.9)</i> Price and Programme
22	Design work required by SDS <i>(Clause 80.11)</i> Yes- no IFC Drawings currently available
23	Is a tie Instruction to commence works prior to the agreement of the Estimate required ? <i>(Clause 80.13.2)</i> Yes - pending Estimate
24	Has a tie Change Order or instruction to proceed been received allowing work to proceed ? <i>(Clause 80.13.1)</i> Yes PRO.Infraco.2110 dated 9 May 2008
25	Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate <i>(Clause 80.15)</i> Yes
26	Update the Programme in accordance with Clause 60 <i>(Clause 80.17.1)</i> To be advised
27	Update Milestone Schedule Part 5 in accordance with Clause 67.10 <i>(Clause 80.17.2)</i> To be confirmed
28	Update any other previously accepted Deliverable e.g. SDS Deliverables <i>(Clause 80.17.5)</i> SDS potentially affected
29	Any other amendments required to this Agreement <i>(Clause 80.18)</i> None anticipated
30	Attached Documents Appendix A - Estimate (to follow) Appendix B - Programme (to follow)

The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1

On behalf of TIEDate.....

On behalf of INRACO.....Date.....

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.003

Date 22 May 2008

1	tie Change Notified under Clause 80.1 Deemed tie Change under Schedule Part 4 paragraph 4.6.1 Mandatory tie Change under Schedule Part 4 paragraph 3.5 Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 <i>(delete as appropriate)</i>
2	Details of tie Change upon which the Estimate is based <i>(Clause 80.2.1)</i> We acknowledge receipt of tie letter PRO.Infraco.2106 dated 9 May 2008 instructing us to proceed with road surveys which we consider to be a tie Change Notification in accordance with Clause 80.20 and 80.1
3	Amount of tie Change <i>(Clause 80.4.10)</i> To be advised - due to the complexity of this Change
4	Valued in accordance with :- <i>(delete as appropriate)</i> Clause 80.6.1 Rates and Prices for similar work Clause 80.6.2 Deduced Rates and Prices Clause 80.6.3 Fair Rates and Prices Clause 80.6.4 Actual Cost
5	Programme impact and required extension of time <i>(Clause 80.4.3)</i> To be assessed
6	Delay Mitigation Proposal <i>(Clause 80.4.8)</i> Undertake as much works at night as practicle
7	Referred to DRP on [insert date if applicable] <i>(Clause 80.10)</i>
8	Competitive quotes required <i>(Clause 80.2.1)</i> Various Specialist vendors being considered YES/NO <i>(delete as appropriate)</i>
9	Payment method for the proposed tie Change if stated <i>(Clause 80.2.3)</i> To be proposed/confirmed
10	Changes required to the terms of this Agreement <i>(Clause 80.2.4)</i> Price and Programme
11	Changes required to the SDS Contract <i>(Clause 80.2.4)</i> None subject to verification of SDS Scope
12	Extended period of time required for return of the Estimate <i>(Clause 80.3)</i> 30 Business Days
13	Relief required from compliance with the following Infraco obligations under the Agreement <i>(Clause 80.4.1)</i> None anticipated
14	Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network <i>(Clause 80.4.2)</i> To be assessed
15	Consents and/or Traffic Regulation Orders or any amendment or revision required to existing <i>(Clause 80.4.4)</i> TM required and Road Opening Notice
16	Update Consents Programme <i>(Clause 80.4.4)</i> Not Applicable
17	New 3rd Party agreements required <i>(Clause 80.4.5)</i> None anticipated
18	Amendment required to the Agreement or the Key Subcontracts <i>(Clause 80.4.6)</i> None
19	Proposed method of delivery <i>(Clause 80.4.7)</i> Being developed with vendors and SDS
20	Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 <i>(Clause 80.4.9)</i> To be confirmed
21	Any further changes required to the above <i>(Clause 80.4.9)</i> Price and Programme
22	Design work required by SDS <i>(Clause 80.11)</i> Yes- Specification and scope
23	Is a tie instruction to commence works prior to the agreement of the Estimate required ? <i>(Clause 80.13.2)</i> Yes - pending Estimate
24	Has a tie Change Order or instruction to proceed been received allowing work to proceed ? <i>(Clause 80.13.1)</i> Yes PRO.Infraco.2106 dated 9 May 2008
25	Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate <i>(Clause 80.15)</i> Yes
26	Update the Programme in accordance with Clause 60 <i>(Clause 80.17.1)</i> To be advised
27	Update Milestone Schedule Part 5 in accordance with Clause 67.10 <i>(Clause 80.17.2)</i> To be confirmed
28	Update any other previously accepted Deliverable e.g. SDS Deliverables <i>(Clause 80.17.5)</i> SDS potentially affected for Highways re-design
29	Any other amendments required to this Agreement <i>(Clause 80.18)</i> Highways re-design and, cost and programme
30	Attached Documents Appendix A - Estimate (to follow) Appendix B - Programme (to follow)
<p>The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1</p> <p>On behalf of TIEDate.....</p> <p>On behalf of INRACO.....Date.....</p>	

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.004

Date 22 May 2008

1	tie Change Notified under Clause 80.1 Deemed tie Change under Schedule Part 4 paragraph 4.6.1 Mandatory tie Change under Schedule Part 4 paragraph 3.5 Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 <i>(delete as appropriate)</i>
2	Details of tie Change upon which the Estimate is based <i>(Clause 80.2.1)</i> We acknowledge receipt of tie letter PRO.Infraco.2107 dated 9 May 2008 instructing us to proceed with Russell Road Bridge. This is a Notified Departure and Mandatory tie Change in accordance with Schedule Part 4 paragraph 3.5 and 3.4.22. There are no IFC (Issued for Construction) drawings at this time and we are currently developing a workscope with the SDS.
3	Amount of tie Change <i>(Clause 80.4.10)</i> To be advised - due to the complexity of this Change
4	Valued in accordance with :- <i>(delete as appropriate)</i> Clause 80.6.1 Rates and Prices for similar work Clause 80.6.2 Deduced Rates and Prices Clause 80.6.3 Fair Rates and Prices Clause 80.6.4 Actual Cost
5	Programme impact and required extension of time <i>(Clause 80.4.3)</i> To be assessed
6	Delay Mitigation Proposal <i>(Clause 80.4.8)</i> Undertake as much works as practicable with available information
7	Referred to DRP on [insert date if applicable] <i>(Clause 80.10)</i>
8	Competitive quotes required <i>(Clause 80.2.1)</i> <i>Grahams</i> YES/NO <i>(delete as appropriate)</i>
9	Payment method for the proposed tie Change if stated <i>(Clause 80.2.3)</i> To be proposed/confirmed
10	Changes required to the terms of this Agreement <i>(Clause 80.2.4)</i> Price and Programme
11	Changes required to the SDS Contract <i>(Clause 80.2.4)</i> None subject to verification of SDS Scope
12	Extended period of time required for return of the Estimate <i>(Clause 80.3)</i> 30 Business Days
13	Relief required from compliance with the following Infraco obligations under the Agreement <i>(Clause 80.4.1)</i> None anticipated
14	Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network <i>(Clause 80.4.2)</i> Potential future tie Changes required
15	Consents and/or Traffic Regulation Orders or any amendment or revision required to existing <i>(Clause 80.4.4)</i> As Agreement and Employers Requirements
16	Update Consents Programme <i>(Clause 80.4.4)</i> To be reviewed
17	New 3rd Party agreements required <i>(Clause 80.4.5)</i> None anticipated
18	Amendment required to the Agreement or the Key Subcontracts <i>(Clause 80.4.6)</i> Instruction required
19	Proposed method of delivery <i>(Clause 80.4.7)</i> As Infraco Proposals subject to any changes required
20	Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 <i>(Clause 80.4.9)</i> To be confirmed
21	Any further changes required to the above <i>(Clause 80.4.9)</i> Price and Programme
22	Design work required by SDS <i>(Clause 80.11)</i> Yes- issue of IFC
23	Is a tie Instruction to commence works prior to the agreement of the Estimate required ? <i>(Clause 80.13.2)</i> Yes - pending Estimate
24	Has a tie Change Order or instruction to proceed been received allowing work to proceed ? <i>(Clause 80.13.1)</i> Yes PRO.Infraco.2107 dated 9 May 2008
25	Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate <i>(Clause 80.15)</i> Yes
26	Update the Programme in accordance with Clause 60 <i>(Clause 80.17.1)</i> To be advised
27	Update Milestone Schedule Part 5 in accordance with Clause 67.10 <i>(Clause 80.17.2)</i> To be confirmed
28	Update any other previously accepted Deliverable e.g. SDS Deliverables <i>(Clause 80.17.5)</i> SDS to issue IFC drawings
29	Any other amendments required to this Agreement <i>(Clause 80.18)</i> Potential future tie Changes to align with IFC issue drawings
30	Attached Documents Appendix A - Estimate (to follow) Appendix B - Programme (to follow)

The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1

On behalf of TIEDate.....

On behalf of INRACO.....Date.....

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.005

Date 22 May 2008

1	tie Change Notified under Clause 80.1 Deemed tie Change under Schedule Part 4 paragraph 4.6.1 Mandatory tie Change under Schedule Part 4 paragraph 3.5 Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 <i>(delete as appropriate)</i>
2	Details of tie Change upon which the Estimate is based <i>(Clause 80.2.1)</i> We acknowledge receipt of tie letter PRO Infraco.2108 dated 9 May 2008 instructing us to proceed with Haymarket Viaduct. This is a Notified Departure and Mandatory tie Change in accordance with Schedule Part 4 paragraph 3.5 and 3.4.22. There are no IFC (Issued for Construction) drawings at this time and we are currently developing a workscope with the SDS.
3	Amount of tie Change <i>(Clause 80.4.10)</i> To be advised - due to the complexity of this Change
4	Valued in accordance with :- <i>(delete as appropriate)</i> Clause 80.6.1 Rates and Prices for similar work Clause 80.6.2 Deduced Rates and Prices Clause 80.6.3 Fair Rates and Prices Clause 80.6.4 Actual Cost
5	Programme impact and required extension of time <i>(Clause 80.4.3)</i> To be assessed
6	Delay Mitigation Proposal <i>(Clause 80.4.8)</i> Undertake as much works as practicable with available information
7	Referred to DRP on [insert date if applicable] <i>(Clause 80.10)</i>
8	Competitive quotes required <i>(Clause 80.2.1)</i> <i>Grahams</i> YES/NO <i>(delete as appropriate)</i>
9	Payment method for the proposed tie Change if stated <i>(Clause 80.2.3)</i> To be proposed/confirmed
10	Changes required to the terms of this Agreement <i>(Clause 80.2.4)</i> Price and Programme
11	Changes required to the SDS Contract <i>(Clause 80.2.4)</i> None subject to verification of SDS Scope
12	Extended period of time required for return of the Estimate <i>(Clause 80.3)</i> 30 Business Days
13	Relief required from compliance with the following Infraco obligations under the Agreement <i>(Clause 80.4.1)</i> None anticipated
14	Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network <i>(Clause 80.4.2)</i> Potential future tie Changes required
15	Consents and/or Traffic Regulation Orders or any amendment or revision required to existing <i>(Clause 80.4.4)</i> As Agreement and Employers Requirements
16	Update Consents Programme <i>(Clause 80.4.4)</i> To be reviewed
17	New 3rd Party agreements required <i>(Clause 80.4.5)</i> None anticipated
18	Amendment required to the Agreement or the Key Subcontracts <i>(Clause 80.4.6)</i> Instruction required
19	Proposed method of delivery <i>(Clause 80.4.7)</i> As Infraco Proposals subject to any changes required
20	Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 <i>(Clause 80.4.9)</i> To be confirmed
21	Any further changes required to the above <i>(Clause 80.4.9)</i> Price and Programme
22	Design work required by SDS <i>(Clause 80.11)</i> Yes - issue of IFC
23	Is a tie Instruction to commence works prior to the agreement of the Estimate required ? <i>(Clause 80.13.2)</i> Yes - pending Estimate
24	Has a tie Change Order or instruction to proceed been received allowing work to proceed ? <i>(Clause 80.13.1)</i> Yes PRO Infraco.2107 dated 9 May 2008
25	Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate <i>(Clause 80.15)</i> Yes
26	Update the Programme in accordance with Clause 60 <i>(Clause 80.17.1)</i> To be advised
27	Update Milestone Schedule Part 5 in accordance with Clause 67.10 <i>(Clause 80.17.2)</i> To be confirmed
28	Update any other previously accepted Deliverable e.g. SDS Deliverables <i>(Clause 80.17.5)</i> SDS to issue IFC drawings
29	Any other amendments required to this Agreement <i>(Clause 80.18)</i> Potential future tie Changes to align with IFC issue drawings
30	Attached Documents Appendix A - Estimate (to follow) Appendix B - Programme (to follow)

The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1

On behalf of TIEDate.....

On behalf of INRACODate.....

EDINBURGH TRAM NETWORK

INFRACO CONTRACT

tie Change Notification

No.006

Date 22 May 2008

1	tie Change Notified under Clause 80.1 Deemed tie Change under Schedule Part 4 paragraph 4.6.1 Mandatory tie Change under Schedule Part 4 paragraph 3.5 Tie or tie Representative Instruction considered to be a tie Change under Clause 80.20 <i>(delete as appropriate)</i>
2	Details of tie Change upon which the Estimate is based <i>(Clause 80.2.1)</i> We acknowledge receipt of tie letter PRO.Infraco.2109 dated 9 May 2008 instructing us to proceed with Gogarburn 'Bridge' (read as Surcharge subject to tie confirmation). This is a Notified Departure and Mandatory tie Change in accordance with Schedule Part 4 paragraph 3.5, 3.4.11, 3.4.22 and 3.6.3 by virtue of the fact that these are surcharge works and are also outwith the Earthworks Outline. There are no IFC (Issued for Construction) drawings at this time and we are currently developing a workscope with the SDS.
3	Amount of tie Change <i>(Clause 80.4.10)</i> To be advised - due to the complexity of this Change
4	Valued in accordance with :- <i>(delete as appropriate)</i> Clause 80.6.1 Rates and Prices for similar work Clause 80.6.2 Deduced Rates and Prices Clause 80.6.3 Fair Rates and Prices Clause 80.6.4 Actual Cost
5	Programme impact and required extension of time <i>(Clause 80.4.3)</i> To be assessed
6	Delay Mitigation Proposal <i>(Clause 80.4.8)</i> Undertake as much works as practicable with available information
7	Referred to DRP on [insert date if applicable] <i>(Clause 80.10)</i>
8	Competitive quotes required <i>(Clause 80.2.1)</i> Grahams YES/NO <i>(delete as appropriate)</i>
9	Payment method for the proposed tie Change if stated <i>(Clause 80.2.3)</i> To be proposed/confirmed
10	Changes required to the terms of this Agreement <i>(Clause 80.2.4)</i> Price and Programme
11	Changes required to the SDS Contract <i>(Clause 80.2.4)</i> None subject to verification of SDS Scope
12	Extended period of time required for return of the Estimate <i>(Clause 80.3)</i> 30 Business Days
13	Relief required from compliance with the following Infraco obligations under the Agreement <i>(Clause 80.4.1)</i> None anticipated
14	Impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network <i>(Clause 80.4.2)</i> Potential future tie Changes required
15	Consents and/or Traffic Regulation Orders or any amendment or revision required to existing <i>(Clause 80.4.4)</i> As Agreement and Employers Requirements
16	Update Consents Programme <i>(Clause 80.4.4)</i> To be reviewed
17	New 3rd Party agreements required <i>(Clause 80.4.5)</i> None anticipated
18	Amendment required to the Agreement or the Key Subcontracts <i>(Clause 80.4.6)</i> Instruction required
19	Proposed method of delivery <i>(Clause 80.4.7)</i> As Infraco Proposals subject to any changes required
20	Confirmation of Changes to the terms of this Agreement and/or the SDS Contract proposed by tie under Clause 80.2.4 <i>(Clause 80.4.9)</i> To be confirmed
21	Any further changes required to the above <i>(Clause 80.4.9)</i> Price and Programme
22	Design work required by SDS <i>(Clause 80.11)</i> Yes- issue of IFC
23	Is a tie Instruction to commence works prior to the agreement of the Estimate required ? <i>(Clause 80.13.2)</i> Yes - pending Estimate
24	Has a tie Change Order or instruction to proceed been received allowing work to proceed ? <i>(Clause 80.13.1)</i> Yes PRO.Infraco.2107 dated 9 May 2008
25	Has tie issued an instruction to carry out the proposed tie Change prior to the determination or agreement of the Estimate <i>(Clause 80.15)</i> Yes
26	Update the Programme in accordance with Clause 60 <i>(Clause 80.17.1)</i> To be advised
27	Update Milestone Schedule Part 5 in accordance with Clause 67.10 <i>(Clause 80.17.2)</i> To be confirmed
28	Update any other previously accepted Deliverable e.g. SDS Deliverables <i>(Clause 80.17.5)</i> SDS to issue IFC drawings
29	Any other amendments required to this Agreement <i>(Clause 80.18)</i> Potential future tie Changes to align with IFC issue drawings
30	Attached Documents Appendix A - Estimate (to follow) Appendix B - Programme (to follow)

The Parties agree the issues set out in this Estimate in accordance with Clause 80.9 and confirm this is now a tie Change Order in accordance with Clause 80.13.1

On behalf of TIEDate.....

On behalf of INRACO.....Date.....